# WRITING COMMISSION CONTRACT

for the work of Dezy Delaceur

Hello, potential Client! I am tremendously grateful that you are considering me for your writing project! So, a little bit about me: I am typically very casual in my business transactions. A lot of the fluff of business seems very frivolous to me. Still, it is necessary for me to protect myself as a professional writer, and this Contract is what helps me to do that. Whether you're here about custom commissions or adding my information to a pool of potential future partners, the information in this Contract applies across the board. As such, I encourage you to read through this Contract thoroughly.

If you've downloaded this Contract in consideration of a custom commission, a link to the relevant application may be found at the end of this document.

AGREEMENT AND ACCEPTANCE TERMS: This contract ("Contract") is entered into and agreed upon by Dezy Delaceur ("Dezy Delaceur", also referred to as "I", "me", and "my" throughout this Contract) and the client ("Client", also referred to as "you" and "your" throughout this Contract) upon the receipt of payment for any written good or service provided by Dezy Delaceur. By making a payment, the Client agrees to the terms and conditions outlined in this Contract in its entirety, regardless of whether the Client has fully read or reviewed the Contract. For custom commissions, this Contract becomes effective immediately upon receipt of the initial down payment from the Client. This payment constitutes the Client's acceptance of the terms outlined in this Contract. Payment receipts will be retained as part of Dezy Delaceur's records and serve as proof of the Client's acceptance of the terms within this Contract and as proof of the monetary transaction. Once again, this Contract applies to all Clients upon the occurrence of the applicable payment terms outlined above, regardless of whether or not the Client has reviewed the terms in detail. It is strongly recommended that the Client thoroughly read and understand the terms of this Contract prior to making any payment.

With that legalese out of the way, I have written this Contract to be as straightforward and easy-to-understand as possible. Should further clarification be needed regarding any of the terms outlined in this Contract, please do not hesitate to contact me at <a href="mailto:dezydelaceur@outlook.com">dezydelaceur@outlook.com</a>. My office hours are Monday through Friday, 10 AM to 6 PM CST, excluding holidays and Wiccan sabbats. I aim to respond to all communications within 24 business hours of receiving them, though responses may be slightly delayed during my busier periods. Currently, this email address is the <a href="mailto:best way to contact me">best way to contact me</a>, so please avoid using social media for this purpose. Communication through social media may be extremely delayed.

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# Current Writing Pricing Guide

## Literature Service Pricing

My current rate for literary projects is \$0.30 per word. This applies to all of the following services:

**Fiction Work:** Whether short stories or full-length works, I can put your inner worlds on paper. My specialties include works which focus on and/or include elements of romance, fantasy, mystery, horror, and sci-fi. Please note that this price rate applies <u>only</u> to my literature writing service and does not include any outlining, design, research, or editing services. Rates for additional services are available for review in the next section of this Contract. <u>Please come with as much information as possible to avoid additional service charges.</u>

**Non-Fiction Work:** If you're instead in need of blog or editorial articles or full-length non-fiction, I'm here to breathe life into your teachings. I am partial to niche topics, and in particular, I specialize in topics that pertain to esotericism, witchcraft, spirituality, the paranormal, herbalism, homemaking, gardening, artistic analysis, philosophy, mythology, and hidden histories. Please note that this price rate applies <u>only</u> to my literature writing service and does not include any outlining, design, research, or editing services. Rates for additional services are available for review in the next section of this Contract. <u>Please come with as much</u> information as possible to avoid additional service charges.

Copywriting Work: This includes emails, social media posts, brand backstories, product/service descriptions, and any other business-related writing you may be in need of. As with my non-fiction work, I am partial to businesses related to niche topics, and in particular, I specialize in topics that pertain to esotericism, witchcraft, spirituality, herbalism, homemaking, gardening, artistic analysis, philosophy, mythology, and hidden histories. It should also be noted that my copywriting work differs from traditional copywriting work in that I prioritize content and brand personality over the usual SEO slop. I am, however, happy to implement keywords upon request. Please note that this price rate applies only to my literature writing service and does not include any outlining, design, research, or editing services. Rates for additional services are available for review in the next section of this Contract. Please come with as much information as possible to avoid additional service charges.

#### Additional Services

In *all cases* for *all writing services*, if you request a piece which requires a tremendous amount of additional work (research, design, outlining, etc.) on my part, I may include an additional research, design, or outlining fee to your total quote. This is <u>entirely up to my discretion</u> and is in place to avoid being taken advantage of. Otherwise, there are six additions available for my writing services which are detailed and priced below.

Editing Services (\$0.15 - \$0.30 Per Word): All purchased pieces will be read over, proofread, and edited once free of charge upon completion prior to being sent over. If you wish to hire me for a second, more thorough Editing process or for editing services for any work which is not my own, my proofreading rate is \$0.15 per word read, while my content editing rate is \$0.30 per word read. Note that proofreading is included in my content editing service, so if you would like me to do both, the rate of \$0.30/word remains the same.

**Research Services (\$20 Per Hour):** My Research services can be purchased as a standalone service or alongside my writing service. This service includes research via the library and the internet on a particular topic of choice and can include outlines of information within websites, articles, or books upon request. You will receive my notes in an organized bullet-point outline format along with a list of references used. Pricing starts at a **\$20 minimum** for the service and accrues an additional **\$20 per hour** of work, which will be tracked and rounded up to the nearest dollar. The amount of time depends on request and complexity.

Outlining Services (\$15 - \$20 Per Hour): My Outlining services can be purchased as a standalone service or alongside my writing service. Should you simply need information in your possession organized in a way

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which is easy to read and digest, my rate starts at a \$15 minimum and accrues an additional \$15 per hour of work, which will be tracked and rounded up to the nearest dollar. Should you only have a rough idea which requires brainstorming on my end, my rate starts at a \$20 minimum and accrues and additional \$20 per hour of work, which will be tracked and rounded up to the nearest dollar. The amount of time depends on the request and complexity. You will receive my outline in an organized bullet-point format. Note that outlines are specifically created with the assumption that you will be using them for longer works.

Character Design (\$20 Per Character): My Character Design services can be purchased as a standalone service or alongside my writing service. This pricing is for a written profile of a character <u>only</u> and <u>does not</u> include any visual designs. For my artwork services, please see the document titled *Artwork Commission Contract*. Character Design services have their own set of terms and conditions to be agreed to upon purchase, which are outlined in the document titled *Concept Commission Permissions*.

World Building (\$20 - \$100 Per Creation): My World Building services can be purchased as a standalone service or alongside my writing service. This pricing is for a written profile of a region, nation, or world only and does not include any visual designs, and the rate depends entirely upon area sizing. For cities, counties, settlements, or similar-sizes regions, the rate is \$20 per region. For nations or similar-sized regions, the rate is \$50 per nation. For entire worlds, the rate is \$100 per world. Note that each of the larger regions offers include some information of the small regions within them, but if you would like more detailed profiles on each of the smaller region, it will run at that region's usual rate. For example, if you'd like a world with three nations, with a detailed account of each of those things, you will be charged for the rate of one world plus the rate of three nations. World Building services have their own set of terms and conditions to be agreed to upon purchase, which are outlined in the document titled *Concept Commission Permissions*.

Commercial Licensing (\$100 - \$300 Per Piece): If you intend to use my writing in the context of retail books, subscription editorials, for-profit media, or in any other manner which has the potential to bring you financial gain, you must purchase a Commercial License. This License will be delivered to you via email and will be personalized with your name or your company's name, a reference to the work which the license covers, information on usage permissions, and a statement of agreement with my signature. This license will serve as your proof of permission for commercial use of a particular piece you've purchased the license for. The price for my Commercial License depends on the length of the work you are purchasing. For works which are 500 words or less, a Commercial License costs \$100 per piece. For works which are over 500 words – as well as for world building designs and character designs – a Commercial License costs \$300 per piece.

# Writing Request Guidelines Blacklisted Content

The following is a list of content I will not work on for any reason, be it due to my personal code of ethics, my personal level of comfort, or simply a lack of desire to work with such subject material:

- 1. Erotic Content Light suggestive content is okay. I do not write explicit sex scenes.
- 2. Fetish Content Light suggestive content is okay. I do not write explicit sex scenes.
  - 3. Copyrighted IP/Content Unless provable permission is given.
  - 4. Political Content Mostly applies to real life politics. Up to my discretion.
- 5. Hateful Content Mostly applies to real life hateful content. Up to my discretion.

As a freelance writer who works entirely for myself, I retain the right to decline any project for any reason, and I am not obligated to provide you with the reasoning for my declination. Please respect these terms.

## Customer Etiquette

Furthermore, I will not work with you if:

- 1. ...you are not willing to read through my Contract.
  - 2. ...you are disrespectful or rude towards me.
  - 3. ...you attempt to haggle for lower prices.
    - 4. ...you offer to pay me in "exposure".

No exceptions. If you persist, communication will cease entirely.

# Project Summary & Details Custom Commission Projects

The custom commissions process begins with your application (see link at the bottom of this document). Once I've reviewed it, you will receive an email from me with further instructions. At this point, I may also ask for clarification on any details I'm unclear on and/or request any additional information I may need to complete your piece(s). Once we are clear and in agreement, I will send over your quote and another copy of this Contract for your convenience. Upon approval, I will send over the invoice via PayPal, and once you've paid the non-refundable deposit of 50% of the total price – or, in the case of research and outlining services, the minimum rate – I will begin work on your piece(s).

The materials for each service will be sent to you via email once complete and once the final invoice is paid in full. In the case that you hire me for outlining services for a piece I will be writing in full and in order to keep us on the same page, I will await your approval of the outline before proceeding with the full piece. Please note, again, that research and outlining services can only be calculated as the service is being performed. As such, I can only offer a rough estimate of the final cost upon initial quote, though I will complete your request in as timely a manner as possible while ensuring a high-quality result.

In all cases, you may request minor revisions to the finished piece once it has been sent to you. Larger revisions may require further payment, which may be negotiated at that time. With that in mind, our working relationship on this project concludes at the moment I've emailed the final piece(s).

If it is obvious to me that you are taking advantage of my revision process in order to get free or discounted services, I retain the right to terminate our working relationship then and there and to refuse to work with you on any future projects thereafter. Further, once the final product is complete, there can be <u>no refunds</u>, as what you are paying me for is my time and my service. More information on payment and revisions can be found in the next section this Contract.

## **Project Revision Guidelines**

Project revisions refer to revisions of content are <u>only</u> available when purchasing literature writing services, outlining services, character design services, and/or world building services. In the case that you hire me for outlining services for a piece I will be writing in full, the bulk of revisions should be made during the outline approval portion of the service. For very large revisions, such as a complete redo of the work from the ground up, you will be charged an additional fee. The scope of these changes is entirely up to my discretion, as I am aware of the additional workload that various changes will add to my process. Under all circumstances, I retain the right to deny a revision request and/or to add additional fees to your final price for revision requests for any reason as I see fit. Please note, however, that I am quite reasonable about revisions so long as you are

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not attempting to take advantage of me. The guidelines surrounding revisions are in place for my own protection as a professional writer.

# Project Copyright & Permissions Writer Copyright & Permissions

In many jurisdictions, including the U.S., copyright protection begins the moment the work is fixed in a tangible medium of expression, meaning it is saved in a form in which it may be perceived or reproduced. When a piece of writing is written, the writer who created it is automatically given exclusive rights to the piece the moment it is written by that writer. This means that the writer has the sole exclusive right to display, distribute, reproduce, and create derivative works based on that piece however they see fit.

In all cases, regardless of any additional right I may have granted you, I, as the artist, will <u>always retain these rights</u>. Much – if not all – of writing that I create <u>will be displayed</u> on my website and on any social media platforms (such as DeviantArt, Tumblr, etc.) which I display my writing. In some cases, this may include some or all of the written work, but in most cases, this will include a reference or link to where the full piece can be found. Please note that, in the event that the project I am working on is private for a time or I am otherwise being asked to agree to an NDA, I am happy to hold off on sharing the work I do until an agreed upon date and time. In this case, however, I <u>must</u> be given an exact date and time in writing that I am permitted to share the work.

Please note that I will never use your personal IP - including literary work, character creation work, world building work, or other brand-related work I may do for you - to profit. Though I retain the right to display the work I've done with the IP you've commissioned me for, the copyright of the IP itself remains your own.

## Client Usage Permissions

You may use any writing good or service you purchase from me for personal use (i.e. private collection, free or non-profit content, etc.) - that is, any way that <u>does not have the potential to benefit you financially.</u> In the case of sharing commissioned work or otherwise purchased work on social media, credit by name (Dezy Delaceur *or* Dezydration), via a link to my website (Dezydration.com), and and/or a tag of my official social media page (social media links may be found at the end of this document) is greatly appreciated, but not required. If you wish, however, to use any writing good or service you purchase from me for commercial use (i.e. retail or otherwise for-profit content) - that is, any way that <u>does have the potential to benefit you financially</u> - you <u>must</u> purchase a commercial license for it.

Regarding character design and world building services, the character(s) and/or world(s) I create for you are permitted for <u>personal use only</u> unless you purchase a commercial license for them. You may use these characters/worlds for derivative work which <u>does not have the potential to benefit you financially</u>, such as non-profit fiction, non-profit media, etc. Again, if you plan to use these characters/worlds within a piece of fiction or media for-profit, you <u>must</u> purchase a commercial license. In either case, I will never create derivative work featuring the character/world I've created for you for profit on my end - and I will gladly share links on my website to your work featuring the character/world.

<u>In all cases</u>, when sharing <u>any writing I have created</u> physically or online, you may <u>never claim credit</u> for the work I create, and you may <u>never remove any credits</u> which I place on my writing. In addition, if you are sharing a piece of my writing that has been altered in some way, you <u>must</u> make note of that with credit to the company or individual responsible for the alteration somewhere within the piece. This is to prevent potential future clients from assuming an altered piece is a product of my original work. Note that I <u>do not offer</u> ghostwriting services at this time, as I believe a freelancer should be credited fairly for their work.

## Additional Licensing Rights

Commercial Licensing: Commercial licensing is available for literary commissions, for character design services, and for world building services upon request. With the purchase of a commercial license, you will receive a written document certifying your right to use the associated writing, character, and/or world for commercial use - that is, in ways which have the potential to benefit you financially. The exact terms of this licensing is provided in the commercial licensing documentation you will receive upon purchasing commercial licensing. As outlined above under the *Writer Copyright & Permissions* section on Page 5, you may never claim my work as your own, remove any credits I've placed on my work, or alter my work without written notice of the change which was made. Additionally, I retain the right to use my writing for display on my website and on social media outlined in the same section. All of these terms apply even in the case that commercial licensing is purchased, as you are not being granted exclusive rights to the work. Keep in mind that certain forms of copywriting are the only forms of writing I can provide in which I will not include credit.

Character Design Licensing: My character designing services do not come with commercial licensing. You must purchase commercial licensing if you intend to use the character(s) I design for you for commercial purposes. Character designs are treated just as other custom commissions are, and the characters created through this service are for <u>personal use only</u> unless a commercial license is purchased.

World Building Licensing: My world building services <u>do not come with commercial licensing</u>. You <u>must</u> purchase commercial licensing if you intend to use the world(s) I design for you for commercial purposes. World designs are treated just as other custom commissions are, and the worlds created through this service are for <u>personal use only</u> unless a commercial license is purchased.

# Project Timeframe & Deadlines Custom Commission Turnaround

Custom commission turnaround can vary widely based on the complexity or length of a particular piece or request. Simpler/shorter requests may take up to a week, while more complicated or detailed pieces may take a month or longer. Please note that these are general estimates, and no exact amount of time can be determined for any given piece without knowing the specifics of your request. Also note that, in the case of multiple pieces within a single request, I will work on one piece at a time to completion of that piece.

I only work actively on one project at a time utilizing a slot system which is first come, first serve. Orders placed after the project of focus or requests made for multiple pieces will be placed in a queue and will move up in priority and focus as I complete pieces in that queue. This queue – and the current slot I'm actively working on – are available for viewing on my website (linked at the bottom of this document). I update this queue in real time, so the queue you see will always be up to date. I ask that you please be respectful of this system and of projects that may be ahead of yours in my queue.

# Project Payment Procedure General Payment Procedure

For all custom commissions, payment will be conducted via PayPal through PayPal's built-in invoicing system. Please be sure that you have an account established with PayPal prior to hiring me for my commission services. Once your quote has been agreed upon, your invoice will be sent via PayPal. Before I can begin any work at all on your piece, you must pay a non-refundable down payment of 50% of the total price which will

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go towards your final payment. Afterwards, you may pay the rest of the invoiced amount at any point you like, but you will <u>not</u> receive your final piece until you have paid the amount in full.

## Hourly Payment Procedure

In the case of research and outlining services, which go for an hourly rate, you must pay a <u>non-refundable</u> down payment of the <u>minimum price</u> of the <u>service</u> which will go towards your final payment. As with my other services, this down payment must be made before I can begin work on your services. When the work is complete, you will receive an updated invoice for the full amount of the service, based on the amount of time it took me to complete rounded up to the nearest dollar. You may pay the rest of the invoiced amount at any point you like, but you will <u>not</u> receive the final piece until you have paid the amount in full.

## **Project Cancellation Terms**

Writing services of any kind are easily cancelled by request prior to down payment. However, cancellations after your down payment has been made are only accepted within a subsequent 24-hour window. If you have paid any of the remaining invoice within this window, it may be refunded, but please note that the down payment is non-refundable once it has been made. In the case that you hire me for outlining services for a piece I will be writing in full, you will have one additional chance to cancel the rest of the service before approving the outline. In this case, you will only be charged for the cost of the outlining service. After this point and in every other case, no cancellations will be accepted after this point, and, in addition, you must pay for the service in full. In all cases where cancellations are no longer accepted and you are required to pay in full, you will still receive the piece you are paying for.

## Application & Important Links

To apply for my custom writing commission services, go to the following link: <a href="https://forms.office.com/r/mjVZNmYLja">https://forms.office.com/r/mjVZNmYLja</a>

My Creative Project Website: <a href="https://dezydration.com/">https://dezydration.com/</a>
My Commission Info & Relevant Documents: <a href="https://dezydration.com/services/">https://dezydration.com/services/</a>

Personal Website: <a href="https://dezydelaceur.com/">https://dezydelaceur.com/</a>
Other Official/Important Links: <a href="https://dezydelaceur.com/link-compendium/">https://dezydelaceur.com/link-compendium/</a>
All social media links can be found on my Link Compendium linked above.

You may contact me regarding creative projects at <u>dezydelaceur@outlook.com</u>. Please do not use this email for personal conversation and correspondence.